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Presented to the Court by the foreman of the
Grand Jury in open Court, in the presence
of the Grand Jury and FILED in the U.S.
DISTRICT COURT at Seattle, Washington
April 13, 2022

RAVI SUBRAMANIAN, Clerk
By Stephanie Rutherford Deputy

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

NO. CR22-049 RSM

INDICTMENT

v.

AVANISH KUMAR JHA, and
RAJNISH KUMAR JHA,

Defendants.

The Grand Jury charges that:

COUNT 1
(Conspiracy)

1. Beginning at a time unknown, but by no later than in or about August 2019, and continuing until at least in or about November 2021, at King County, in the Western District of Washington, and elsewhere, Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA, knowingly and willfully conspired and agreed with each other, and others known and unknown to the Grand Jury, to:

a. Commit the following offenses against the United States:

1. Introducing, and delivering for introduction, adulterated and misbranded drugs within the meaning of Title 21, United States Code, Section 351 and 352, into interstate commerce with the intent to defraud and mislead, in violation of Title 21, United States Code, Sections 331(a) and 333(a)(2); Selling, and holding for sale,

1 counterfeit drugs within the meaning of Title 21, United States Code, Section 321(g)(2),
 2 with the intent to defraud and mislead, in violation of Title 21, United States Code,
 3 Sections 331(i)(3) and 333(a)(2);

4 2. Wholesaling prescription drugs without a required license, in
 5 violation of Title 21, United States Code, Section 331(t);

6 3. Fraudulently and knowingly importing, and causing to be
 7 imported, merchandise into the United States contrary to law in violation of Title 18,
 8 United States Code, Section 545; and

9 4. Intentionally trafficking and attempting to traffic in
 10 counterfeit goods, namely counterfeit versions of prescription drugs, in violation of Title
 11 18, United States Code, Section 2320.

12 b. Defraud the United States and one if its agencies, specifically the
 13 Food and Drug Administration by impeding, obstructing, and defeating the lawful
 14 functions of the FDA to: (i) prevent the sale and distribution of drugs not approved for
 15 sale and distribution in the United States; (ii) regulate the interstate sale and distribution
 16 of drugs in the United States; and, (iii) safeguard the health and safety of consumers who
 17 purchase drugs in the United States, in that the members of the conspiracy, by mutual
 18 agreement and with the intent to defraud and mislead, would and did cause the
 19 importation, labeling, and repackaging of certain drugs; cause the misbranding and
 20 counterfeiting of certain drugs; and sell certain misbranded, adulterated, counterfeited,
 21 and unapproved new drugs, in violation of Title 18, United States Code, Section 371.

22 **OBJECT OF THE CONSPIRACY**

23 2. The object of the conspiracy was to obtain money and other things of value
 24 by selling and distributing to customers in the United States and in other countries
 25 unapproved, misbranded, adulterated, and counterfeit prescription drugs, and to evade
 26 United States laws and regulations regarding the manufacture, distribution, labeling, and
 27 sale of prescription drugs.

MANNER AND MEANS

It was part of the conspiracy that:

3. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA offered for sale, through one or more online marketplaces and internet websites, commercial wholesale quantities of various prescription drugs and products they purported were prescription drugs. The offerings were frequently accompanied by graphic displays purporting to depict the drug together with a narrative description of the drug.

4. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA shipped misbranded, adulterated, and counterfeit prescription drugs and unapproved new drugs from India to the United States and elsewhere. The Defendants lacked any authorization or license from the brand holders to manufacture, sell, or traffic in any of the marketed drug products.

5. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA offered for sale, and sold, misbranded prescription drugs because the product labeling was false or misleading in any particular, and/or the labeling of the drugs lacked adequate directions for their intended use. Specific instances of transactions involving misbranded products and packaging are described in Counts 2 through 13, alleged below.

6. In some cases, Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA offered for sale, sold, and shipped drugs that did not contain the active ingredients they were purported and labeled to contain, and which would have been necessary to the particular drug they were purported to be to have the represented therapeutic function. Specific instances of transactions involving purported drugs that lacked the active ingredients are described in Counts 14 through 16, alleged below.

25 7. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA sold
26 and shipped counterfeit drugs, and in some cases used packaging bearing counterfeit
27 labels. Counterfeit features of the packaging included false and fictitious combinations of
28 letters and numbers, otherwise referred to as “lot numbers.” Manufacturers rely upon

1 legitimate lot numbers to source particular products to ensure quality control and protect
 2 consumers. In other instances, Defendants secured or devised, and used, counterfeit
 3 packaging, often displaying otherwise legitimate lot numbers and expiration dates,
 4 without the manufacturer's authorization, in an effort to confuse and mislead purchasers
 5 and users into believing the drug products were authentic and legitimate. Specific
 6 instances of transactions involving counterfeit products and packaging are described in
 7 Counts 17 through 25, alleged below.

8. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA
 9 sourced their inventory of illegitimate prescription drug products in part by accessing
 10 drug products manufactured for non-United States markets, and in some cases diverting
 11 drug products intended for specially designated programs targeting disadvantaged
 12 medical populations that would not otherwise have access to these drugs.

9. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA
 10 negotiated with potential purchasers using electronic communication services, including
 11 email and SMS messaging. Prescription drugs purchased by third party customers
 12 through orders placed with Defendants AVANISH KUMAR JHA and RAJNISH
 13 KUMAR JHA were shipped using international package delivery services, including
 14 Express Mail Service.

10. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA
 11 accepted various forms of payment in exchange for shipping the prescription drugs,
 12 including wire transfers and direct money exchanges. In some cases, Defendants secured
 13 the services of a money exchange operation to facilitate the direct transfer of United
 14 States dollars from customers to intermediaries located within the United States. Cash
 15 payments made to the intermediaries were credited to Defendants' accounts in the
 16 immediate short-term allowing Defendants to receive payment without direct buyer-seller
 17 contact and facilitate concealment of the underlying transactions.

11. Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA
 12 packaged drug orders in a manner to avoid detection by international customs and other

1 regulatory or inspection authorities by falsely identifying package contents and/or
2 concealing the commercial nature of the transaction. In addition, customer orders were
3 shipped in multiple packages to reduce the size of any one package and thereby further
4 the false pretense that package contents were intended for personal, and not commercial,
5 use. Defendants informed their customers of these deceptive packaging practices in
6 electronic and direct communications.

OVERT ACTS

12. In furtherance of the conspiracy and to effect and accomplish the objects thereof, the following overt acts, among others, were carried out by at least one co-conspirator in the Western District of Washington and elsewhere:

a. On or about August 12, 2019, RAJNISH KUMAR JHA exchanged a series of electronic messages with “LaLa” (an undercover identity) that was working on behalf of “Mike”, a HSI Special Agent operating in an undercover capacity, for the purpose of negotiating the purchase of vials containing Keytruda/50mg an injectable prescription drug manufactured by Merck & Company, Inc. for late stage cancer.

b. On or about August 23, 2019, RAJNISH KUMAR JHA shipped or caused to be shipped a package containing the purchased Keytruda/50mg vials using Express Mail Service (EMS) Speed Post from Delhi, India to the United States using the address provided by "LaLa." The Customs Declaration affixed to the EMS Speed Post package (EMS ED958682713IN) identified the shipping package contents as a "Health Product. Only USA" and referenced a declared value of \$160.

c. On or about December 17, 2019, AVANISH KUMAR JHA sent an email message using a Gmail account to "Bryan" a HSI Special Agent acting in an undercover capacity for the purpose of negotiating the Special Agent's anticipated payment of bulk cash to a money courier to fund future purchases of Keytruda.

d. On or about January 27, 2020, AVANISH KUMAR JHA facilitated a money drop during which undercover law enforcement personnel purportedly working on behalf of "Bryan" delivered \$50,000 to a money courier working on behalf of AVANISH KUMAR JHA.

e. On or about March 14, 2020, AVANISH KUMAR JHA sent an email message to "Bryan" who had negotiated the referenced purchase of four boxes of Keytruda/50mg vials that included the EMS tracking number for the shipping package.

f. On or about January 7, 2020, RAJNISH KUMAR JHA exchanged text messages with “LaLa” for the purpose of negotiating and facilitating “Mike’s” anticipated payment of \$30,000 USD in bulk cash to a money currier to fund future purchases of Keytruda.

g. On or about January 17, 2020, AVANISH KUMAR JHA and “Mike” exchanged text messages to facilitate a money drop during which undercover law enforcement personnel purportedly working on behalf of “Mike” delivered \$30,000 to a money courier working on behalf of AVANISH KUMAR JHA.

h. On or about February 6, 2020, RAJNISH KUMAR JHA exchanged text messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused to be shipped a package containing three boxes of Keytruda/50mg vials using EMS Speed Post from Delhi, India to the United States using the address provided by “LaLa.” The Customs Declaration affixed to the EMS Speed Post package (EMS ED973936684IN) identified the shipping package contents as a “Health Product Only USA” and referenced a declared value of \$60.

i. On or about January 11, 2021, RAJNISH KUMAR JHA exchanged text messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused to be shipped a package containing two boxes of Keytruda/100mg vials using EMS Speed Post from Delhi, India to the United States using the address provided by “LaLa.” The Customs Declaration affixed to the EMS Speed Post package (EMS ED518071125IN) identified the shipping package contents as a “Health Product Only USA” and referenced a declared value of \$50.

j. On or about February 4, 2021, "Mike" spoke with AVANISH KUMAR JHA via Facebook Messenger regarding "Mike's" interest in placing a larger order of Keytruda/100mg vials. The discussion included references to additional money drops totaling \$100,000 USD to fund the purchases.

k. On or about February 25, 2021, law enforcement personnel working in an undercover capacity participated in a money drop operation during which bulk cash totaling approximately \$50,000 USD was delivered to a money courier previously designated by AVANISH KUMAR JHA.

1. On or about March 4, 2021, law enforcement personnel working in an undercover capacity participated in a money drop operation during which bulk cash totaling approximately \$50,000 USD was delivered to a money courier previously designated by AVANISH KUMAR JHA.

m. On or about April 9, 2021, RAJNISH KUMAR JHA exchanged text messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused to

1 be shipped a package containing four boxes of Keytruda/100mg vials using EMS Speed
 2 Post from Delhi, India to the United States using the address provided by “LaLa.” The
 3 Customs Declaration affixed to the EMS Speed Post package (EMS ED518144180IN)
 4 identified the shipping package contents as “Medicine” and did not reference a declared
 value.

5 n. On or about, April 9, 2021, RAJNISH KUMAR JHA exchanged text
 6 messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused to
 7 be shipped a package containing four boxes of Keytruda/100mg vials using EMS Speed
 8 Post from Delhi, India to the United States using the address provided by “LaLa.” The
 9 Customs Declaration affixed to the EMS Speed Post package (EMS ED518144193IN)
 identified the shipping package contents as “Medicines” and referenced a declared value
 of \$10.

10 o. On or about April 30, 2021, RAJNISH KUMAR JHA exchanged
 11 text messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused
 12 to be shipped a package containing four boxes of Keytruda/100mg vials using EMS
 13 Speed Post from Delhi, India to the United States using the address provided by “LaLa.”
 14 The Customs Declaration affixed to the EMS Speed Post package (EMS
 ED518143547IN) identified the shipping package contents as “Medicines” and
 referenced a declared value of \$10.

15 p. On or about April 30, 2021, RAJNISH KUMAR JHA exchanged
 16 text messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused
 17 to be shipped a package containing four boxes of Keytruda/100mg vials using EMS
 18 Speed Post from Delhi, India to the United States using the address provided by “LaLa.”
 19 The Customs Declaration affixed to the EMS Speed Post package (EMS
 ED518143618IN) identified the shipping package contents as “Medicines” and did not
 20 reference a declared value.

21 q. On or about May 20, 2021, RAJNISH KUMAR JHA exchanged text
 22 messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused to
 23 be shipped a package containing five boxes of Keytruda/100mg vials using EMS Speed
 24 Post from Delhi, India to the United States using the address provided by “LaLa.” The
 25 Customs Declaration affixed to the EMS Speed Post package (EMS ED518142612IN)
 identified the shipping package contents as “Medicines” and did not reference a declared
 value.

26 r. On or about May 20, 2021, RAJNISH KUMAR JHA exchanged text
 27 messages with “LaLa” in which RAJNISH JHA referenced having shipped or caused to
 28 be shipped a package containing five boxes of Keytruda/100mg vials using EMS Speed
 Post from Delhi, India to the United States using the address provided by “LaLa.” The

1 || Customs Declaration affixed to the EMS Speed Post package (EMS ED518142609IN)
2 || identified the shipping package contents as “Medicines” and did not reference a declared
value.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2 to 13

(Introduction of Misbranded Drugs into Interstate Commerce)

13. The factual allegations in paragraphs 1 through 12, including subparagraphs, are incorporated by reference herein.

14. On or about the dates identified in the table below, at King County, in the Western District of Washington, and elsewhere, Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA, with the intent to defraud and mislead, introduced and delivered for introduction, into interstate commerce, drugs which were misbranded within the meaning of Title 21, United States Code, Section 352, in so far as (1) the labeling was false or misleading in any particular, including the ingredients were inconsistent with the authentic product to include the label represented that the drug contained Pembrolizumab, when in fact it did not, the external packaging carton and internal product vials were not authentic to include the label represented that the drug was manufactured by Merck Sharpe Dohme (MSD), when in fact it was not manufactured by MSD, and the printed material included in the packaging was false, and (2) the labeling of the drug lacked adequate directions for its intended use.

COUNT	SHIPPING DATE [Approx.]	BRAND NAME	CONTENTS	SHIPPING NO.	MISBRAND
2	June 17, 2019	Cyendiv	1 box	ED948065212IN	Lacked adequate directions for use
3	June 17, 2019	Nublexa	1 box	ED948065212IN	Lacked adequate directions for use
4	June 17, 2019	Votrient	1 box	ED948065212IN	Lacked adequate directions for use
5	August 23, 2019	Keytruda	50mg/1 box of vials	ED958682713IN	False/Misleading Labeling, Lacked adequate directions for use

1	6	March 30, 2020	Keytruda	50mg/3 boxes of vials	ED973936684IN	False/Misleading Labeling, Lacked adequate directions for use
2	7	January 29, 2021	Keytruda	100mg/2 boxes of vials	ED518071125IN	False/Misleading Labeling, Lacked adequate directions for use
3	8	April 9, 2021	Keytruda	100mg/4 boxes of vials	ED518144180IN	False/Misleading Labeling, Lacked adequate directions for use
4	9	April 9, 2021	Keytruda	100mg/4 boxes of vials	ED518144193IN	False/Misleading Labeling, Lacked adequate directions for use
5	10	April 30, 2021	Keytruda	100mg/4 boxes of vials	ED518143547IN	False/Misleading Labeling, Lacked adequate directions for use
6	11	April 30, 2021	Keytruda	100mg/4 boxes of vials	ED518143618IN	False/Misleading Labeling, Lacked adequate directions for use
7	12	May 20, 2021	Keytruda	100mg/5 boxes of vials	ED518142609IN	False/Misleading Labeling, Lacked adequate directions for use
8	13	May 20, 2021	Keytruda	100mg/5 boxes of vials	ED518142612IN	False/Misleading Labeling, Lacked adequate directions for use

16 All in violation of Title 21, United States Code, Sections 331(a) and 333(a)(2), and
 17 Title 18, United States Code, Section 2.

18 **COUNTS 14 to 16**
 19 **(Introduction of Adulterated Drugs into Interstate Commerce)**

20 15. The factual allegations in paragraphs 1 through 12, including sub-
 21 paragraphs, are incorporated by reference herein.

22 16. On or about the dates identified below, at King County, in the Western
 23 District of Washington, and elsewhere, Defendants AVANISH KUMAR JHA and
 24 RAJNISH KUMAR JHA, with the intent to defraud and mislead, introduced and
 25 delivered for introduction, into interstate commerce, drugs which were adulterated as
 26 defined in 21 U.S.C. § 351(a)(2)(A), in that it had been prepared, packed, or held under
 27 insanitary conditions whereby it may have been contaminated with filth, or whereby it
 28 may have been rendered injurious to health, and as defined in 21 U.S.C. § 351(d), in that

1 substances had been mixed or packed therewith so as to reduce the drug's quality and
 2 strength, and active pharmaceutical ingredients it was represented as containing had been
 3 substituted wholly or in part therefore:

COUNT	SHIPMENT DATE [Approx.]	BRAND NAME	ADULTERATION	SHIPPING NO.
14	August 23, 2019	Keytruda	No Active Pharmaceutical Ingredient/Pembrolizumab	ED958682713IN
15	March 30, 2020	Keytruda	No Active Pharmaceutical Ingredient/Pembrolizumab	ED973936684IN
16	January 29, 2021	Keytruda	Presence of Foreign Substances/Cordycipitaceae (fungus)	ED518071125IN

10 All in violation of Title 21, United States Code, Sections 331(a) and 333(a)(2), and
 11 Title 18, United States Code, Section 2.

12 **COUNTS 17 to 25**
 13 **(Sale of Counterfeit Drugs)**

14 17. The factual allegations in paragraphs 1 through 12, including sub-
 15 paragraphs, are incorporated by reference herein.

16 18. On or about the dates listed below, at King County, in the Western District
 17 of Washington, and elsewhere, Defendants AVANISH KUMAR JHA and RAJNISH
 18 KUMAR JHA, with the intent to defraud and mislead, sold, held for sale, and caused the
 19 sale of certain articles of drugs, namely the drugs identified below, which were
 20 counterfeit drugs within the meaning of Title 21, United States Code, Section 321(g)(2).

COUNT	SALE DATE [Approx.]	PURPORTED MANUFACTURER/PRODUCT	SHIPPING NO.	BASIS
17	August 23, 2019	Merck/Keytruda 50mg	ED958682713IN	-Product lacked presence of active ingredient -Product did not originate from licensed manufacturer
18	March 30, 2020	Merck/Keytruda 50mg	ED973936684IN	-Product lacked presence of active ingredient

1				- Product did not originate from licensed manufacturer	
2					
3	19	January 29, 2021	Merck/Keytruda 100mg	ED518071125IN	- Product contained foreign bodies not associated with authentic product - Product did not originate from licensed manufacturer
4					
5	20	April 9, 2021	Merck/Keytruda 100mg	ED518144180IN	- Product contained ingredient exhibiting chemical pattern inconsistent with authentic product - Product did not originate from licensed manufacturer
6					
7	21	April 9, 2021	Merck/Keytruda 100mg	ED518144193IN	- Product contained ingredient exhibiting chemical pattern inconsistent with authentic product - Product did not originate from licensed manufacturer
8					
9	22	April 30, 2021	Merck/Keytruda 100mg	ED518143547IN	- Product contained ingredient exhibiting chemical pattern inconsistent with authentic product - Product did not originate from licensed manufacturer
10					
11	23	April 30, 2021	Merck/Keytruda 100mg	ED518143618IN	- Product contained ingredient exhibiting chemical pattern inconsistent with authentic product
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1				- Product did not originate from licensed manufacturer	
2					
3	24	May 20, 2021	Merck/Keytruda 100mg	ED518142609IN	-Product contained ingredient exhibiting chemical pattern inconsistent with authentic product - Product did not originate from licensed manufacturer
4					
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8					
9	25	May 20, 2021	Merck/Keytruda 100mg	ED518142612IN	-Product contained ingredient exhibiting chemical pattern inconsistent with authentic product - Product did not originate from licensed manufacturer
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12					
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14					

15 All in violation of Title 21, United States Code, Sections 331(i)(3) and 333(a)(2),
 16 and Title 18, United States Code, Section 2.

17 **COUNTS 26 to 34**
 18 **(Unlicensed Wholesaling of Prescription Drugs)**

19 19. The factual allegations in paragraphs 1- 12, including sub-paragraphs, are
 20 incorporated by reference herein.

21 20. On or about the dates identified in the table below, at King County, within
 22 the Western District of Washington, and elsewhere, Defendants AVANISH KUMAR
 23 JHA and RAJNISH KUMAR JHA, knowingly engaged in the unlicensed wholesale
 24 distribution of the identified prescription drugs in interstate commerce.

COUNT	SHIPPING DATE [Approx.]	BRAND NAME	SHIPPING NO.
25 26	August 30, 2019	Keytruda 50mg	ED958682713IN
26 27	March 30, 2020	Keytruda 50 mg	ED973936684IN
27 28	January 29, 2021	Keytruda, 100mg	ED518071125IN

1	29	April 9, 2021	Keytruda, 100mg	ED518144180IN
2	30	April 9, 2021	Keytruda, 100mg	ED518144193IN
3	31	April 30, 2021	Keytruda, in	ED518143547IN
4	32	April 30, 2021	Keytruda, 100mg	ED518143618IN
5	33	May 20, 2021	Keytruda, 100mg	ED518142609IN
6	34	May 20, 2021	Keytruda, 100mg	ED518142612IN

7 All in violation of Title 21, United States Code, Sections 331(t), and 353(e)(1)(A),
 8 333(b)(1)(D), and Title 18, United States Code, Section 2.

9 **COUNTS 35 to 46**
 10 (Smuggling)

11 21. The factual allegations in paragraphs 1- 12, 14, 16, and 18, including sub-
 12 paragraphs, are incorporated by reference herein.

13 22. On or about the dates identified in the table below, at King County, in the
 14 Western District of Washington, and elsewhere, Defendants AVANISH KUMAR JHA
 15 and RAJNISH KUMAR JHA fraudulently and knowingly imported and brought, and
 16 caused others to import and bring, into the United States merchandise contrary to law,
 17 namely, misbranded and adulterated prescription drugs and prescription drugs bearing
 18 counterfeit marks on and in connection with such goods, in violation of Title 18, United
 19 States Code, Section 2320(a)(4), and Title 21, United States Code, Section 331(a).

COUNT	SHIPPING DATE [Approx.]	MERCHANDISE	SHIPPING NO.	BASIS
35	June 17, 2019	Cyendiv	ED948065212IN	Misbranded
36	June 17, 2019	Nublexa	ED948065212IN	Misbranded
37	June 17, 2019	Votrient	ED948065212IN	Misbranded
38	August 23, 2019	Keytruda	ED958682713IN	Misbranded Adulterated Counterfeit Drugs Counterfeit Marks
39	March 30, 2020	Keytruda	ED973936684IN	Misbranded Adulterated

				Counterfeit Drugs Counterfeit Mark
40	January 29, 2021	Keytruda	ED518071125IN	Misbranded Adulterated Counterfeit Drugs Counterfeit Mark
41	April 9, 2021	Keytruda	ED518144180IN	Misbranded Counterfeit Drugs Counterfeit Mark
42	April 9, 2021	Keytruda	ED518144193IN	Misbranded Counterfeit Drugs Counterfeit Mark
43	April 30, 2021	Keytruda	ED518143547IN	Misbranded Counterfeit Drugs Counterfeit Mark
44	April 30, 2021	Keytruda	ED518143618IN	Misbranded Counterfeit Drugs Counterfeit Mark
45	May 20, 2021	Keytruda	ED518142609IN	Misbranded Counterfeit Drugs Counterfeit Mark
46	May 20, 2021	Keytruda	ED518142612IN	Misbranded Counterfeit Drugs Counterfeit Mark

All in violation of Title 18, United States Code, Sections 545 and 2.

COUNTS 47 to 55
(Trafficking in Counterfeit Goods)

23. The factual allegations in paragraphs 1 through 12, including sub-
 24 paragraphs, are incorporated by reference herein.

25. On or about the dates identified in the table below, at King County, in the
 26 Western District of Washington and elsewhere, Defendants AVANISH KUMAR JHA
 27 and RAJNISH KUMAR JHA, and others known and unknown to the grand jury,
 28 intentionally trafficked and attempted to traffic, and caused others to intentionally traffic
 and attempt to traffic, in counterfeit drugs and knowingly used counterfeit marks on and

1 in connection with such drugs, that is, the trademarks used to identify the prescription
 2 drug product “Keytruda” marketed by Merck Pharmaceuticals, which counterfeit marks
 3 were identical with, and substantially indistinguishable from, the genuine marks in use
 4 and registered for that drug on the principal register in the United States Patent and
 5 Trademark Office, and the use of which marks was likely to cause confusion, cause
 6 mistake, and deceive.

COUNT	SHIPPING DATE [APPROX.]	BRAND NAME	CONTENTS	SHIPPING NO.
47	August 23, 2019	Keytruda	50mg/1 box of vials	ED958682713IN
48	February 6, 2020	Keytruda	50mg/3 boxes of vials	ED973936684IN
49	January 11, 2021	Keytruda	100mg/2 boxes of vials	ED518071125IN
50	April 9, 2021	Keytruda	100mg/4 boxes of vials	ED518144180IN
51	April 9, 2021	Keytruda	100mg/4 boxes of vials	ED518144193IN
52	April 30, 2021	Keytruda	100mg/4 boxes of vials	ED518143547IN
53	April 30, 2021	Keytruda	100mg/4 boxes of vials	ED518143618IN
54	May 20, 2021	Keytruda	100mg/5 boxes of vials	ED518142609IN
55	May 20, 2021	Keytruda	100mg/5 boxes of vials	ED518142612IN

19 All in violation of Title 18, United States Code, Sections 2320(a)(4) and 2.

20 **COUNT 56**
 21 **(Money Laundering Conspiracy)**

22 25. The factual allegations in paragraphs 1 through 12, including sub-
 23 paragraphs, are incorporated by reference herein.

24 26. From no later than in or about August 2019 and continuing through in or
 25 about November 2021, at King County, in the Western District of Washington and
 26 elsewhere, Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA,
 27 knowingly combined, conspired, and agreed with each other and with others known and
 28 unknown to the Grand Jury to commit offenses against the United States in violation of

1 Title 18, United States Code, Section 1956, specifically to transport, transmit, and
 2 transfer, and attempt to transport, transmit, and transfer, funds from a place in the United
 3 States to or through a place outside the United States intending to promote the carrying
 4 out of specified unlawful activity, namely smuggling prescription drugs into the United
 5 States in violation of Title 18, United States Code, Section 545, and trafficking in
 6 counterfeit goods or services in violation of Title 18, United States Code, Section
 7 2320(a)(4).

8 All in violation of Title 18, United States Code, Section 1956(h).

9 **FORFEITURE ALLEGATIONS**

10 The allegations in Counts 1 through 56 are realleged and incorporated by reference
 11 for the purpose of alleging forfeiture.

12 Upon conviction of one or more of the offenses charged in Count 1, with the intent
 13 of violating Title 21, United States Code, Sections 331 and 333, and Counts 2 through 34
 14 of the Indictment, Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA
 15 shall forfeit to the United States, pursuant to Title 21, United States Code, Section 334,
 16 by way of Title 28, United States Code, Section 2461(c), any and all adulterated or
 17 misbranded drugs introduced by Defendants into interstate commerce, and any
 18 counterfeit drugs.

19 Upon conviction of any of the offenses alleged in Count 1, with the intent of
 20 violating Title 18, United States Code, Section 545, and Counts 35 through 46 of the
 21 Indictment, Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA shall
 22 forfeit to the United States, pursuant to Title 18, United States Code, Section
 23 982(a)(2)(B), any property constituting or traceable to proceeds of such offense; pursuant
 24 to Title 18, United States Code, Section 545, any merchandise introduced into the United
 25 States in connection with such offense, or the value thereof; and, pursuant to Title 19,
 26 United States Code, Section 1703, by way of Title 28, United States Code, Section
 27 2461(c), any vessels used to facilitate such offense. Such property includes, but is not
 28

1 limited to, a sum of money representing the gross proceeds each Defendant obtained as a
 2 result of such offense.

3 Upon conviction of any of the offenses alleged in Count 1, with the intent of
 4 violating Title 18, United States Code, Section 2320, and Counts 47 through 55 of the
 5 Indictment, Defendants AVANISH KUMAR JHA and RAJNISH KUMAR JHA shall
 6 forfeit to the United States, pursuant to Title 18, United States Code, Section 2323, any
 7 property constituting or traceable to proceeds of such offense, any property used to
 8 facilitate the commission of such offense, and any merchandise introduced into the
 9 United States in violation of such offense. Such property includes, but is not limited to:

- 10 a. a sum of money representing the gross proceeds each Defendant obtained as a
 11 result of such offense; and
- 12 b. any domain names used to facilitate the commission of such offense.

13 Upon conviction of the offense alleged in Count 56 of the Indictment, Defendants
 14 AVANISH KUMAR JHA and RAJNISH KUMAR JHA shall forfeit to the United States,
 15 pursuant to Title 18, United States Code, Section 982(a)(1), any property involved in
 16 such offense, and any property traceable to such property. Such property includes, but is
 17 not limited to, a sum of money representing the property involved in such offense.

18 **Substitute Assets.** If any of the above-described forfeitable property, as a result of
 19 any act or omission of the defendant,

- 20 1. cannot be located upon the exercise of due diligence;
- 21 2. has been transferred or sold to, or deposited with a third party;
- 22 3. has been placed beyond the jurisdiction of the Court;
- 23 4. has been substantially diminished in value; or
- 24 5. has been commingled with other property which cannot be divided without
 25 difficulty;

1 it is the intent of the United States, pursuant to Title 21, United States Code, Section
2 853(p), to seek the forfeiture of any other property of the Defendant up to the value of the
3 above-described forfeitable property.

4 A TRUE BILL:
5
6 DATED: *4/13/2022*
7
8 *Signature of Foreperson redacted pursuant
to the policy of the Judicial Conference of
the United States.*
9

10
11
12 FOREPERSON
13
14

15 
16 NICHOLAS W. BROWN
17 United States Attorney
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19 
20 ANDREW FRIEDMAN
21 Assistant United States Attorney
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23 
24 JAMES D. OESTERLE
25 Assistant United States Attorney
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27
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